

## Staff Summary Report

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Council Meeting Date: December 12, 2002

Agenda Item Number: 18

**SUBJECT:** Request approval of an Intergovernmental Agreement between the Tempe Union High School District and the City of Tempe for the provision of the Substance Abuse Prevention Services.

**DOCUMENT NAME:** 20021212csjt01 TEMPE UNION HIGH SCHOOL DISTRICT (0109-14)

**SUPPORTING DOCS:** Yes

**COMMENTS:** N/A

**PREPARED BY:** Judy Tapscott, Deputy Community Services Manager  
(480) 350-5432

**REVIEWED BY:** Tom Canasi, Community Services Manager  
(480) 350-5305

**LEGAL REVIEW BY:** Ron Dunham, Assistant City Attorney  
(480) 350-8814

**FISCAL NOTE:** N/A

**RECOMMENDATION:** Recommend approval of this Intergovernmental Agreement between the City of Tempe and the Tempe Union High School District to continue to provide school based substance abuse prevention services.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
TEMPE UNION HIGH SCHOOL DISTRICT NO. 213  
AND  
THE CITY OF TEMPE  
REGARDING SCHOOL BASED PREVENTION PROGRAMMING**

This Intergovernmental Agreement ("Agreement") is entered into between the Tempe Union High School District ("District") and the City of Tempe through its Social Services Division ("the City"), as a joint exercise of their respective powers.

WHEREAS, the City provides a program for school-based prevention of substance abuse and has previously conducted such programs at District facilities;

WHEREAS, the District receives funding for substance abuse programs and the District wishes to continue to obtain school-based prevention programming available from the City;

THEREFORE, the parties agree to the following terms and conditions:

**TERMS AND CONDITIONS**

1. Purpose: The purpose of this Agreement is to provide for a school-based prevention program with a focus on substance abuse prevention at facilities designated by the District during the school year of 2002-2003.
2. Joint Exercise of Powers. This Agreement is entered into between the parties pursuant to A.R.S. §11-952. The City of Tempe (Tempe) is further authorized to enter into this Agreement pursuant to Tempe City Charter, Section 1.03. Tempe Union High School District No. 213 (District) is further authorized to enter into this Agreement pursuant to A.R.S. §15-342(13). By their signatures below, the attorneys for Tempe and for the District have determined that the Agreement is in proper form and is within the powers and authorities granted under the laws of the State to its respective public agencies.
3. City to Provide Substance Abuse Program Services at District Facilities. Tempe will be responsible for providing the following substance abuse program services through City employees as requested by the District:
  - a. Provide consultation with all schools regarding school-based prevention programming, coordination planning, and organization, as requested.

- b. Provide "in-service training" to teachers and administrators regarding substance abuse and prevention issues within the school environment as determined by District requirements, as requested.
- c. Provide "Support Groups" for identified "at-risk" students at participating high schools, as requested.
- d. Provide Master's degree level assessment, referral resources, and counseling for identified "at-risk" high school students and their families.
- e. Provide critical incident support, referral and follow-up for teachers, administrators, and students.
- f. Implement social support and life skills training in personal growth curriculum using appropriate resources.

4. District Payments.

- a. In consideration for the City providing the services set forth in paragraph 3 above to the District, the District agrees to pay the City an amount not to exceed Fifty-six Thousand Six Hundred sixty-six and 80/100 Dollars (\$56,666.80) during the 2002-2003 school year from Tobacco, Alcohol and Other Drugs Prevention Program and Tobacco Tax Funds, which is the funding source for the District for substance abuse programs.
- b. Fifty-six Thousand Six Hundred sixty-six and 80/100 Dollars (\$56,666.80) shall be payable in two (2) equal installments, not exceeding, Twenty Eight Thousand Three Hundred Thirty Three Dollars and Forty cents (\$28,333.40) each. The first payment is due on January 1, 2003, or when this Agreement is fully executed, whichever occurs first. The final payment is payable on or before June 30, 2003.
- c. The terms of this Agreement are contingent upon the District's receipt of Tobacco, Alcohol and Other Drugs Prevention Program and Tobacco Tax Funds. Should the District not receive such identified funds in the amount of \$56,666.80, payments to the City will not exceed the amount of such funds received by the District.

5. Termination. This Agreement may be terminated during the 2002-2003 school year, by either party, only upon the showing of "good cause", and upon thirty (30) days prior written notice.

6. Indemnification.

- a. The City shall defend, indemnify and hold harmless the District, its officers and employees, from all suits, actions, or claims of any character brought because of any injury or damage received or sustained by any person, persons or property, arising out of the provision of the services described in this Agreement. The City's primary liability coverage is through its self-insured Risk Retention Trust Fund. The City as a self-insured entity for purposes of liability will provide the District with certificates of self-insurance providing the District with coverage under the City's self-insurance and designating said self-insurance coverage as primary coverage in an amount of \$1 million per occurrence as it relates to such professional liability.
- b. The District shall defend, indemnify and hold harmless the City, its officers and employees, from all suits, actions, or claims of any character brought because of any injury or damage received or sustained by any person, persons or property, arising out of the condition of the premises used for the provision of services pursuant to this Agreement. The District will provide the City with Certificates of Insurance naming the City as additionally insured and designating said insurance as primary coverage in an amount of \$1 million per occurrence as it relates to such premises liability.
- c. The District shall solely be responsible for ensuring that the space used at District facilities for this program is inspected for health and safety hazards prior to its use.

7. Miscellaneous.

- a. The parties may cancel this Agreement under ARS 38-511 for any violations of that statute.
- b. The parties shall not unlawfully discriminate, either in the provision of services or employment, against any person on the basis of race, color, sex, religion, national origin, disability or veteran status.
- c. This Agreement shall be deemed effective after its approval by the Governing Board for Tempe Union High School District No. 213 and by the City Council of the City of Tempe.

- d. This Agreement constitutes the entire agreement between the parties concerning the matters contained herein and supercedes all other agreements between the parties concerning such matters. No provision of this Agreement may be waived or modified except by a written instrument signed by both parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

TEMPE UNION HIGH SCHOOL  
DISTRICT NO. 213

By \_\_\_\_\_  
Its Board President, Daniel Perkins

DATED: \_\_\_\_\_

Approved as to form, content and  
within the lawful authority of Tempe  
Union High School District No. 213

By *James Merrill*  
Attorney

CITY OF TEMPE

By \_\_\_\_\_  
Mayor

DATED: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form, content and  
within the lawful authority of  
the City of Tempe

By *Paul R. [Signature]*  
City Attorney